

BILL NO. S-74-05-04

SPECIAL ORDINANCE NO. S- 66-74

AN ORDINANCE approving a contract with L. W.  
DAILEY, INC. for improvements in Colonial  
Park Addition

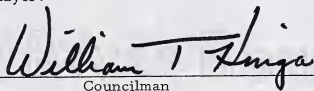
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. A certain contract between the City of Fort Wayne, by and  
through its Mayor and the Board of Public Works and L. W. DAILEY, INC. for im-  
provements to Colonial Park Addition, as follows:

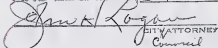
Sections A & B and abutting areas with the following improvements:  
Draining, curbing, grading and paving the streets to a uniform  
width of twenty seven (27) feet including curbs with six (6) inch  
plain concrete. A storm sewer system adequate to provide drainage  
to said streets and abutting properties. Ornamental street lighting  
and underground wiring. Wendmere Lane and Colony Drive from  
Clinton Street to Campus Court and Concordia Drive and Campus  
Court, St. Joe Road to Wendmere Lane

for a cost to the city of approximately \$165,063.27, plus furnishing of light fixtures,  
all as more particularly set forth on said contract which is on file in the Office of  
the Board of Public Works, and is by reference incorporated herein, made a part  
hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and  
after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY 5-14-74

  
ATTORNEY  
General

Read the first time in full and on motion by Hargis, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5-14-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Hargis, seconded by Stier, and duly adopted, placed on its passage. Passed (~~1984~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 5-28-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (Appropriation) Ordinance (Resolution) No. 2-66-74 on the 28th day of May, 1974.

ATTEST: (SEAL)  
Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 1974, at the hour of 4:45 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 29th day of May, 1974, at the hour of 3:30 o'clock P. M., E.S.T.

John A. Leland  
MAYOR

Bill No. S-74-05-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with L. W. DAILEY, INC. for improvements in  
Colonial Park Addition

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga

John Nuckols

James S. Stier

Winfield C. Moses, Jr.

Paul M. Burns

DATE 5-28-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

March 25, 1974

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

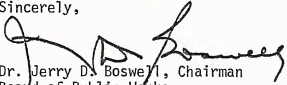
The Board of Works has awarded a contract to L. W. Dailey, Inc. for street, sewer and lighting improvements in Colonial Park Addition, Sections A and B under Improvement Resolution No. 5652-74 at a cost of \$289,421.80.

This is a Barrett Law project on which the property owners shall be paying \$124,358.53.

The contractor is desirous of starting this project promptly in order to meet completion date established in the contract.

The Board, therefore, is requesting "Prior Approval" of this contract. It shall be submitted for formal approval April 9, 1974.

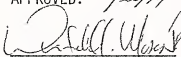
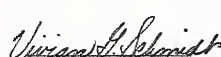

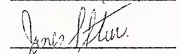
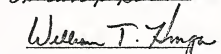
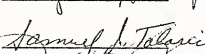

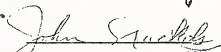

Sincerely,

  
Dr. Jerry D. Boswell, Chairman  
Board of Public Works

JDB/ss

Attachment

APPROVED: 3/26/74

MEMBERS OF THE COMMON COUNCIL

cc: Trayler

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between \_\_\_\_\_ - L. W. DAILEY, INC. - \_\_\_\_\_

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Colonial Park Addition, Sections A & B and abutting areas with the following improvements: Draining, curbing, grading and paving the streets to a uniform width of twenty seven (27) feet including curbs with six (6) inch plain concrete. A storm sewer system adequate to provide drainage to said streets and abutting properties. Ornamental street lighting and underground wiring. Wendmere Lane and Colony Drive from Clinton Street to Campus Court and Concordia Drive and Campus Court, St. Joe Road to Wendmere Lane.

by grading and paving the roadway to a width of twenty seven feet with \_\_\_\_\_  
including curbs  
6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5652-1974 and at the following prices per unit as follows:

at the following prices:

Concrete Drive Replacement (6")	Nine dollars and no cents, per sq. yd.	\$ 9.00
Street Pavement - 9" Reinforced	Twelve dollars and no cents, per sq. yd.	12.00
Street Pavement - 6" Plain Conc. Incl. curbs	Seven dollars and seventy cents, per Sq. Yd.	7.70
Pavement Removal- 9" Reinforced Concrete	Three dollars and fifty cents, per Sq. Yd.	3.50
Concrete Drive Removal	Three dollars and no cents, per Sq. Yd.	3.00
Asphalt Drive Removal	One dollar and fifty cents, per Sq. Yd.	1.50
Excavation - Regular	Two dollars and seventy five cents, per Cu. Yd.	2.75
Special Borrow-Top Soil	Five dollars and no cents, per ton	5.00
Seeding	Fifty cents, per Sq. Yd.	0.50
Sodding	One dollar and fifty cents, per Sq. Yd.	1.50
Center Curb Type "A"	Thirty dollars and no cents, per Sq. Yd.	30.00
Reinforced Concrete Gutter Turnout	Five dollars and no cents, per lin. ft.	5.00
Hot Asphalt Binder 53B 5" for Drives	Twenty five dollars and no cents, per ton	25.00
Hot Asphalt Top - 1" City Mix A-2 for Drives	Thirty dollars and no cents, per ton	30.00
Clearing of Right of Way	Three thousand dollars and no cents, per lump sum	3,000.00
New Manholes Type IV 48"	Five hundred dollars and no cents, each	500.00
Old Manhole Covers adjusted & set to grade	Seventy dollars and no cents, each	70.00
Old Catch Basins adjusted & set to grade	Seventy dollars and no cents, each	70.00
New Inlets to be constructed 30" Dia.	Three hundred dollars and no cents, each	300.00
12" Sewer Pipe R.C.P. Cl. IV	Seven dollars and no cents, per lin. ft.	7.00

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Street Pavement - 9" Reinforced	Twelve dollars and no cents, per sq. yd.	12.00
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Concrete Drive Removal	Three dollars and no cents, per Sq. Yd.	3.00
Asphalt Drive Removal	One dollar and fifty cents, per Sq. Yd.	1.50
Excavation - Regular	Two dollars and seventy five cents, per Cu. Yd.	2.75
Special Borrow-Top Soil	Five dollars and no cents, per ton	5.00
Seeding	Fifty cents, per Sq. Yd.	0.50
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12" Sewer Pipe R.C.P. Cl. IV	Seven dollars and no cents, per lin. ft.	7.00
15" Sewer Pipe R.C.P. Cl. IV	Nine dollars and no cents, per lin. ft.	9.00
18" Sewer Pipe R.C.P. Cl. IV	Eleven dollars and no cents, per lin. ft.	11.00
24" Sewer Pipe R.C.P. Cl. IV	Fifteen dollars and no cents, per lin. ft.	15.00
27" Sewer Pipe R.C.P. Cl. IV	Sixteen dollars and no cents, per lin. ft.	16.00
New Manholes 72" Type II	Twelve dollars and no cents, each	12.00
Straight Faced Headwall	Two hundred fifty dollars and no cents, each	250.00
Backfill Gravel (Trenches & Structures)	Five dollars and fifty cents, per cu. yd.	5.50
Special Headwall - Detail #2	Seven hundred fifty dollars and no cents, each	750.00
#73 Stone for Street Crossings	Seven dollars and twenty cents, per cu. yd.	7.20
16 Ft. Black Aluminum Poles (Installation Only)	Eighty dollars and no cents, each	80.00
175 Watt Mercury Luminaires (Installation Only)	Twenty dollars and no cents, each	20.00
2" Conduit (Installation Only)	Two dollars and no cents, per lin. ft.	2.00
Trench and Install 2/c Cable (Installation Only)	One dollar and no cents, per lin. ft.	1.00

(Continued on next sheet)

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5652-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally subject to advance Councilmanic approval and in all respects completed on or before August 1, 1974 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

L. W. DAILEY, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald L. Bonar  
Mayor  
Its Board of Public Works and Mayor.



# GUARANTY BOND

Know All Men by These Presents, That we -----  
-----L. W. DAILEY, INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, ST. PAUL, MINNESOTA -  
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED EIGHTY  
NINE THOUSAND, FOUR HUNDRED TWENTY ONE DOLLARS AND EIGHTY CENTS-----

-----(\$ 289,421.80)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----L. W. DAILEY, INC.-----  
did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a  
-----Street-----Pavement

on -----Street from  
Colonial Park Addition, Sections A & B and abutting areas: Draining, curbing and  
paving the streets to a uniform width of twenty seven (27) feet including curbs  
with six (6) inch plain concrete. A storm sewer system adequate to provide drainage  
to said streets and abutting properties. Ornamental street lighting and underground  
wiring. Wendmere Lane and Colony Drive from Clinton Street to Campus Court and  
Concordia Drive and Campus Court from St. Joe Road to Wendmere Lane

-----according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----

L. W. DAILEY, INC. ----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
event provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 13 day of March, 1974

YASTE, ZENT & RYE, INC. L. W. DAILEY, INC. (SEAL)

Authorized Agents BY: (SEAL)

BY: ST. PAUL FIRE & MARINE INSURANCE CO.

YASTE, ZENT & RYE, INC. BY: Attorney-in-fact (SEAL)

Approved this ----- day of -----

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

City Attorney



# LIABILITY BOND

Know All Men by These Presents, That we herobv certify that L. W. Dailey, Inc.  
has insurance with this company, fully protecting and saving harmless and  
 indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of  
 FIVE Thousand Dollars. (\$5,000.00)

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

(\$ )

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement  
as to the workmanship, material and conditions for the period of three(3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain  
in full force and virtue in law and in the event the said City shall extend the time for the completion  
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 13 day of March, 1974

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Ronald Zent

YASTE, ZENT & RYE, INC.

L. W. DAILEY, INC.

(SEAL)

BY: Lane Guile

(SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

BY: Lane Guile

(SEAL)

Attorney-in-fact

(SEAL)

Approved this day of

Ronald Zent  
Ronald Zent  
William J. Thomas  
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

March 11, 1974

**CERTIFIED COPY OF POWER OF ATTORNEY**  
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY  
DEPARTMENT

**ST. PAUL  
FIRE and MARINE**  
*Insurance Company*  
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE and MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA  
County of Ramsey

} ss.

*Vice President.*

On this 14th day of February 19 74, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER  
Notary Public, Ramsey County, Minn.  
My Commission Expires June 2, 1974.

**CERTIFICATION**

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the By-Laws of said Company as set forth in said Power of Attorney,\* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13 day of March 19 74

*Secretary.*

\*Unlimited as to character and amount.

IN RE:

## WAGE SCALE

CODE: S - SKILLED  
 SS - SEMI-SKILL  
 U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1974.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35c	55c		
BOILERMAKER	S	9.45	50	80		1c
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.75		6%		4app 2ind. Fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	17 1/30		4
ELEVATOR CONSTRUCTOR	S	8.05	34 1/2	23	9%	1 1/2
GLAZIER	S	7.54	10		15	2app 29c holidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.46		25		1app 3ind. Fund
MILLWRIGHT & PILEDRIVER	S	8.08		6%		4app 2ind. Fund
OPERATING ENGINEER	S	SEE ATTACHED SHEET.				
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.21	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app 4ind. Fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app 9ind. Fund
TEAMSTER	S	5.50-6.95 1/2	p.w. 12.00	p.w. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF Dec. 1973

*[Signature]*  
 REPRESENTING GOVERNOR, STATE OF INDIANA

*[Signature]*  
 REPRESENTING THE AWARDED AGENT.

*[Signature]*  
 REPRESENTING STATE A.F.L. & C.I.O.

# BUILDING AGREEMENT

## GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Tugger	Concrete Pump
Auto Patrol	Crane with all attachments
Back Filler	Crane—Electric Overhead
Bark Hoe	Derrick
Bum Cart	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Dozer	Elevators (when hoisting material or tools)
Caisson Drilling Machine	Fork Lift (machinery)
Cherry Picker	Formless Paver
Compactor (with dozer blade)	Generator (power for welders or compressors)
Concrete Mixer (dual drum)	
Gradall	Push Cat
Helicopter	Scoop and Tractor
Helicopter Winch Operator	Scraper—Rubber Tired
High Lift—Front End Loader	Spreader—Tractor Mounted
Hoist	Straddle Carrier—Ross Type
Locomotive	Sub Base Finish Machine (C.M.I. or similar)
Mechanic on Job Site	Tower Crane
Mucking Machine	Tractor with Backhoe (over ½ yard)
Panel Board Concrete Plant	Welder (Craft)
Pile Driver	

## GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.55
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

## GROUP II

A Frame Truck	Head Greaser
Batcher Plant (automatic dry batch)	Mechanic in Shop
Bending Machine—Power Driven	Mesh Depresser—Mesh Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Roller—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepsfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (½ yard and under)
Dinky Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Well Points
Finishing Machine	Winch Truck
Fireman—Pile Driving and Boilers	
Fork Lift—Masonry & Material	
Gunita Machine	

## GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

## GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5
Bituminous Distributor	(See Paragraph 46)
Chair Cart	Paving Joint Machine
Concrete Curing Machine	Post Hole Digger
Concrete Saw	Roller—Earth
Dope Pot—Power Agitated	Throttle Valve
Flex Pline	Track Jack—Power Driven
Form Grader	Tractor—Farm Type
Hydrohammer	Truck Crane Driver
Jacks—Hydraulic—Power Driven	

## GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.85	.25	.20	.05	\$6.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.55	.25	.30	.05	\$7.15
June 1, 1973	\$6.85	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

## GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Oil
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Welders

## GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.55	.25	.20	.05	\$6.05
December 1, 1971	\$5.95	.25	.20	.05	\$6.45
June 1, 1972	\$6.35	.25	.30	.05	\$6.95
June 1, 1973	\$6.65	.30	.30	.05	\$7.30
The December 1, 1973	\$6.90	.30	.30	.05	\$7.55

The rates of pay for Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Catsson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinkey Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material)	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

\* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

ADJOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.)	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 21")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

United Labor is the Construction Industry Stabilization Committee approved raise for 1973 retroactive to January 1, 1972.

GROUP 1

Air Compressor in Macfield with Pneum. Valve			Operator of Grand Rail Post Driver (Standard) Speed—1½ cu. yd. or over (over 12' diameter and over)		
Asphalt Plant Engineer			Hydraulic—Draw		
Auto Grader or similar type machine			Cylindrical Beam Truck		
Auto Paving			Kaysons (Bladder Scoop)		
Bachhoe or Farm Type Tractor			Labor-S-3-Capable (Self-		
over 15 H.P.			Drive)		
Ballast Trestle Bar (R.R.)			Locomotive Operator		
Bituminous Mixer			Mucking Machine		
Bituminous Paver			Paved Road Concrete Plant		
Bituminous Plant Engineer			(Control mix type)		
Bull Doser			Paver—Kathrington		
Caisson Drilling Machine			Pile Driving Sill or Crawler		
Cherry Picker—15 ton or over			Road Paving Mixer		
Cold Spreader			Rock Breaking Plant		
Concrete Mixer—21 cu. ft. or over			Rock Crushing Plant (Portable)		
Cone Drilling Machine			Roller—Asphalt, Waterbound,		
Crane or Derrick with any attachment			Macadam, Bituminous Macadam,		
(jack, clamshell, dragline, shovel,			Buck Surface		
bucket, etc.			Roller with Dozer Blade		
Dredge Engineer			Root Rake, Tractor Mounted		
Dredge Operator			Self-prepared Widener		
Drilling Machine on which the drill			Stump Remover, Tractor Mounted		
is an integral part			Surveys Center and Planer		
Earth Mover—rubber tired (paddle			Tandem Push Tractor (60c per		
wheel, 619, 631, TS-24 or			hr. additional)		
similar type)			Tractor—Boom, Winch or Hoe Head		
Earth Mover, rubber tired—tandem			Tractor—Push		
(60c per hr. additional for each			Tractor with Scoop		
bow)			Tractor Mounted Spreader		
Elevating Grader			Tree Mower		
Fork Lift (10 ton or over)			Trench Machine (over 24")		
P.C.C. Formless Paver			Tug Boat Operator		
Gradall			Well Drilling Machine		
Gravel Processing Plant (portable)			Winch Truck with A Frame		

### GROUP III

Assistant Plant Engineer	Power Broom Self-propelled			
Base Paver (Jersey or similar type machines)	Roller (Earth and Sub-base material)			
Concrete Finishing Machine	Slurry Seal Machine			
Concrete Mixer—less than 21 cu. ft.	Spikes Machine (H.R.)			
Curb Machine	Tamper—Multiple Vibrating—Earth and Sub-base material			
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity and less	Throttle Valve			
Fireman (on boiler)	Throttle Valve and Compressor or Clever Brooks type combination			
Flots (one drum)	Throttle Valve and Fireman combination on horizontal or upright boiler			
Operator, 3-5 pieces of minor equipment	Tracture with Drill			
Paving Breaker	Tractor—50 H.P. or over			
	Well Point System			
	Widener (Apaco or similar type)			
Rate	H & W	Pension	Training	Gross
\$2.72	.30	.30	.05	\$7.42

## GROUP 13

[illegible]

The rates of pay for Local 103 Apprentices are based on a percentage of Group 1 wage rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows:

First Period .....	70%	Fourth Period .....	85%
Second Period .....	75%	Fifth Period .....	90%
Third Period .....	80%	Sixth Period .....	85%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement. At no time will the Apprentices rate be less than the pay in Group IV or any more than the classification of the machine he is operating.



GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.



DIGEST SHEETD-94-05-04  
TITLE OF ORDINANCE: Contract with L. W. Dailey, Inc. on Res. 5652 for improvements in  
Colonial Park AdditionDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Resolution 5652 provides for street, sewer and lighting  
improvements in Colonial Park Addition.(See Prior Approval letter attached)EFFECT OF PASSAGE: Improvements as petitioned.EFFECT OF NON-PASSAGE: Irate citizens

MONEY INVOLVED (Direct Costs, Expenditures, Savings): \_\_\_\_\_

Cost to City - approximately \$165,063.27 plus furnishing of light fixtures.ASSIGNED TO COMMITTEE (J.N.): Finance